

## **SEPARATION AGREEMENT**

This Separation Agreement (this "Agreement") is entered into between David St. Pierre ("Executive") and the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"). Executive and the MWRD are sometimes collectively referred to as the "Parties."

### **RECITALS**

- A. MWRD is an independent government and taxing body.
- B. Executive has been the Executive Director of the MWRD since June, 2011.
- C. The Parties have mutually decided to terminate their employment relationship in accordance with the terms described in this Agreement.

### **TERMS**

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Separation.** Executive shall resign from his MWRD employment effective June 27, 2018 ("Separation Date"). This Agreement shall be evidence of Executive's notification to MWRD of his intention to resign effective close of business June 27, 2018, and Executive shall execute the resignation form attached hereto as Exhibit A contemporaneously with this Agreement, indicating his irrevocable resignation from MWRD effective June 27, 2018. Executive acknowledges and accepts that his decision to resign from MWRD effective June 27, 2018 is irrevocable. Executive shall not accrue any benefits subsequent to the Separation Date. MWRD will apply the payment of previously accrued sick time, vacation time, and optional holiday balances to fund Executive's Deferred Compensation account to the maximum amount allowed by law, and will pay any remainder of said accrued benefits directly to Executive, pursuant to existing MWRD policies and applicable laws.
2. **Separation Pay.** MWRD will pay Executive separation pay in the amount of \$95,000.00 ("Separation Pay"), minus tax deductions and applicable withholdings. The Separation Pay will be paid in a lump sum within fourteen (14) days of the Effective Date of this Agreement, as defined in paragraph 20. Separation Pay shall not entitle Executive to any benefits. Executive shall be responsible for any tax consequences for the receipt of Separation Pay.
3. **Insurance.** MWRD will pay Executive's COBRA payments for the first six (6) months after his resignation.
4. **Consideration.** Executive agrees and acknowledges that the benefits provided to Executive under this Agreement, including but not limited to the Separation Pay, exceed the value of any compensation or benefits, such as earned but unused

vacation, owed to Executive to which Executive is entitled by law, contract, employment policy or otherwise.

5. **Release.** Executive releases MWRD and the Released Parties (as defined below) from all claims or rights of any kind arising before or through the Effective Date of this Agreement as defined in Paragraph 20. This release of all claims includes, but is not limited to, a release of all claims or rights arising out of or in connection with Executive's employment with MWRD or the termination of that employment. This release of all claims also includes a release any claim or right to further wages, compensation, benefits, damages, penalties, attorneys' fees, costs, or expenses of any kind from MWRD or any of the other Released Parties. The general release of all claims contained in this paragraph means that Executive is forever giving up and waiving all claims and rights, known or unknown, Executive may have against MWRD or any of the other Released Parties based on any conduct that occurred on or before the Effective Date of this Agreement. By waiving and giving up such claims, Executive is releasing MWRD and the other Released Parties from any liability or obligation for any expenses, damages, losses, attorneys' fees or costs Executive might claim based on, among other things, the following:

A. Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Section 1981 of the Civil Rights Act of 1866, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, the Family and Medical Leave Act of 1993, the Illinois Human Rights Act, the Cook County Civil Rights Ordinance, the Illinois Wage Payment and Collection Act, the Illinois Whistleblower Act, any other employment discrimination laws, the Employment Retirement Income Security Act, state and federal family, medical leave laws, state and federal whistleblower laws, and any other federal, state or local laws or ordinances;

B. Any MWRD policies, practices, contracts or agreements;

C. Any policies, practices, laws or agreements governing the payment of wages, commissions or other compensation;

D. Any tort, personal injury or wrongful termination claim;

E. Any employee benefit plan, other than those benefit plans that Executive has vested rights in as of the Separation Date; and

F. Any laws or agreements that provide for punitive, exemplary or statutory damages or for the payment of attorney fees, costs or expenses.

This release does not waive or release any rights Executive may have, if any, under any laws providing for continuation of health insurance, vested retirement benefits or that by law cannot be waived or released.

6. **Released Parties.** The term "Released Parties" includes the MWRD and its affiliates and its and their past and present employees, commissioners, attorneys, officers, agents, insurers, attorneys, successors, and representatives of any kind.

7. **Non-Admission and Confidentiality of Agreement.** Nothing in this Agreement is meant to suggest that MWRD has violated any law or contract or that Executive has any claim against MWRD. Executive agrees to keep the terms of this Agreement completely confidential and will not disclose any information concerning this Agreement, including but not limited to the Separation Pay, to anyone other than Executive's attorneys, spouse and tax advisors, who will be informed of and bound by this confidentiality clause.
8. **Non-Disparagement.** Executive shall not disparage MWRD or the Released Parties, nor engage in any conduct detrimental to the interests of MWRD or the Released Parties. MWRD Commissioners shall not disparage Executive.
9. **Exclusions and Exceptions.** Notwithstanding anything to the contrary, nothing in this Agreement, including but not limited to the confidentiality and non-disparagement obligations, is intended to discourage or restrict Executive from:
- A. Reporting any theft of Trade Secrets pursuant to the Defend Trade Secrets Act of 2016 ("DTSA") or other applicable state or federal law. The DTSA prohibits retaliation against an employee because of whistleblower activity in connection with the disclosure of Trade Secrets, so long as any such disclosure is made either (i) in confidence to an attorney or a federal, state, or local government official and solely to report or investigate a suspected violation of the law, or (ii) under seal in a complaint or other document filed in a lawsuit or other proceeding.
  - B. Filing a charge, cooperating with an investigation by or providing information to the EEOC or any state or local fair employment practices agency or any regulatory or law enforcement agency with jurisdiction over MWRD. However, this Agreement does prohibit Executive from obtaining any personal or monetary relief for himself based on such a charge or based on Executive providing information to or cooperating with the EEOC, any state or local fair employment practices agency or any regulatory agency.
  - C. Truthfully testifying in connection with any legal, or regulatory or law enforcement proceedings in which Executive is compelled to appear.
10. **Cooperation.** In further consideration for the undertakings by MWRD, Executive agrees to provide reasonable cooperation to MWRD and its attorneys with respect to any matters, proceedings, litigation, or actions involving other employees of MWRD or any matters related to the operations of MWRD while Executive was its Executive Director. For purposes of this Agreement, reasonable cooperation shall include testifying, without the requirement of subpoena, in any future proceedings, including, but not limited to, any discipline or discharge of MWRD employees; testifying, without the requirement of subpoena, in any future proceedings involving any claim brought by any employee against MWRD, including, but not limited to, any currently pending litigation; submitting to interviews with attorneys for MWRD regarding the foregoing matters; and disclosure of information known by Executive or documents in Executive's possession regarding the operations of MWRD and the performance of employees. The parties acknowledge that


Executive, if called to testify, will do so truthfully regardless of whether it is helpful or harmful to the interests of MWRD.

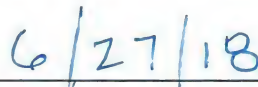
11. **Return of Information.** Executive represents and warrants that Executive (i) has returned to MWRD all documents or other tangible and intangible information or materials of MWRD and the Released parties (regardless of how stored or maintained) used, prepared or collected by Executive as part of Executive's employment with MWRD (cumulatively, "MWRD Information"), whether or not MWRD Information constitutes confidential information, including all copies thereof and (ii) Executive has irretrievably deleted any MWRD Information in electronic format possessed or accessible by Executive on any personal computers, smart phones, data storage devices, mobile devices, cloud based data storage, or internet based e-mail system, such as gmail or yahoo mail unless subject to a litigation hold notice or otherwise instructed in writing by MWRD.
12. **Return of Property.** Executive represents and warrants that Executive has returned to MWRD all cardkey passes, door and file keys, computers, peripherals, smart phones, software, memory storage media and devices and any other property which Executive received or purchased with MWRD's funds in connection with Executive's employment with MWRD.
13. **Right to Consult Counsel.** Executive is advised to consult with an attorney before signing this Agreement.
14. **Right to Consider Agreement Before Signing.** Executive may consider this Agreement for a period of up to twenty-one (21) calendar days after receiving it. If Executive does not sign and return this Agreement to Beverly Sanders, Director of Human Resources of the MWRD ([SandersB@mwrld.org](mailto:SandersB@mwrld.org)) within that 21-day period, the offers represented by this Agreement shall be considered withdrawn.
15. **Right to Revoke Agreement After Signing.** Executive shall have seven (7) days to revoke this Agreement. If Executive elects to revoke this Agreement, he must do so in writing and deliver such revocation to Beverly Sanders, Director of Human Resources, no later than 4:30 p.m. on the seventh day after Executive executes this Agreement. If Executive revokes this Agreement, the entire Agreement shall be of no force or effect.
16. **Entire Agreement.** This document contains the entire agreement between Executive and MWRD relating to the termination of Executive's employment and Executive may not rely on any prior agreements or discussions. Executive agrees and understands that this Agreement does not supersede any confidentiality or noncompete agreements or obligations Executive was subject to while a MWRD Executive or reduce Executive's obligations to comply with applicable laws relating to trade secrets, confidential information or unfair competition.
17. **Counterparts/Copies.** Multiple counterparts of this Agreement may be signed by the Parties, each of which shall be an original, but all of which together shall constitute one and the same agreement. Facsimile or scanned executions of this Agreement shall have the same force and effect as an original.

18. **Representations by Executive.** Executive represents that Executive has read this Agreement, understands all of its terms, knows it contains a release of all claims, including but not limited to a claim under the ADEA, and is voluntarily entering into it.
19. **Contingent on Board Approval.** This Agreement is contingent upon approval of MWRD's Board of Commissioners.
20. **Effective Date.** This Agreement shall be effective when fully executed ("Effective Date").

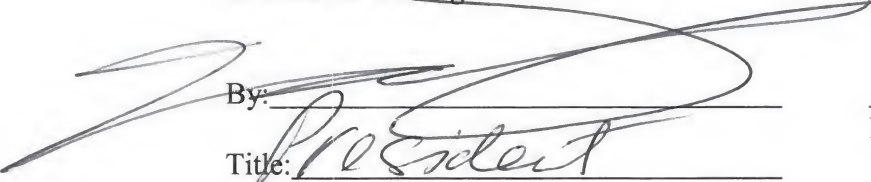
Agreed:

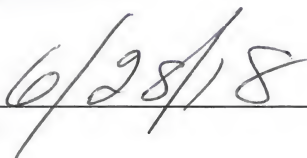
**Executive**

  
\_\_\_\_\_  
David St. Pierre

  
\_\_\_\_\_  
Date

**Metropolitan Water Reclamation District  
of Greater Chicago**

  
By: \_\_\_\_\_  
Title: President

  
\_\_\_\_\_  
Date

Metropolitan Water Reclamation District of Greater Chicago  
100/111 E. Erie Street Chicago, Illinois 60611

RESIGNATION FORM

Beverly K. Sanders  
Director of Human Resources  
100 East Erie Street  
Chicago, Illinois 60611

Dear Madam:

I hereby **resign** from my employment with the Metropolitan Water Reclamation District of Greater Chicago effective close of business on 6/27/18.

I understand that this decision is irrevocable.

6/27/18

(Date)

(ID#)

David St. Pierre

Printed Name

David St. Pierre

(Employee Signature)

Executive Director

(Title/Dept)

Subscribed and sworn to before me this

27 day of June, 2018.

Rebecca R O'Connor  
Notary Public

